

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISION

FOR

LIGHT FIXTURE MAINTENANCE

IN

LOS ANGELES COUNTY

FIXTURE CLEANING AGREEMENT

between

**Local Union No. 11
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

and

**Los Angeles County Chapter
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

Effective Dates:

(January 1, 1993 through December 31, 1995)

RECEIVED
Department of Industrial Relations

MAR 20 1995
Div. of Labor Statistics & Research
Chief's Office

Fixture Cleaning Agreement
January 1, 1993 through December 31, 1995

AGREEMENT

Agreement by and between the Los Angeles County Chapter, NECA and Local Union 11, IBEW.

It shall apply to all firms who sign a letter of assent to be bound by this agreement.

As used hereinafter in this agreement, the term "Chapter" shall mean the Los Angeles County Chapter and the term "Union" shall mean the Local Union 11, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this agreement.

The word "Workers or Workmen", as used hereinafter, shall mean workers covered by the terms of this agreement.

SCOPE OF WORK

Fixture Cleaners may only perform those tasks specified as follows: the cleaning of all types of lighting fixtures, replacement of lamps, tubes, starters, ballasts, reflectors, motion sensors and incandescent retrofit, cleaning of luminous ceilings and all types of diffused area and ceiling lighting. Due to the nature of the work, Fixture Cleaners may also install new reflectors. Lighting Maintenance Servicepersons will be allowed to install new motion sensors related to lighting retrofit.

This agreement does not include the installation or removal of lighting fixtures or any other work that would infringe on the scope of work already established through agreements with any IBEW local union in any branch of the trade. It is agreed that such work will include the maintenance of lighting fixtures that illuminate signs which are a part of the store or office being maintained.

Fixture Cleaning Agreement

January 1, 1993 through December 31, 1995

ARTICLE III HOURS --- WAGES --- WORKING CONDITIONS

Section 3.01. (a) Eight (8) hours within not more than nine consecutive hours shall constitute a day's work. Time and one-half shall be paid to all employees who work in excess of eight (8) hours per day, except when working an approved four-day workweek.

(b) Forty (40) hours work based on five (5) consecutive working days, followed by two (2) consecutive days off shall constitute a week's work. Time and one-half shall be paid to any employee who works in excess of forty (40) hours per week, or on the sixth consecutive day. Double time shall be paid to any employee for all time worked on a seventh consecutive day.

Section 3.02. Classifications:

(a) Fixture Cleaners may only perform those tasks specified as follows: the cleaning of all types of lighting fixtures, replacement of lamps, tubes, starters, ballasts, reflectors, motion sensors and incandescent retrofit, cleaning of luminous ceilings and all types of diffused area and ceiling lighting.

(b) Lighting maintenance service-person shall perform the following duties: troubleshoot, repair and replace defective lighting fixture parts and other components. Perform lighting fixture cleaning work as required. Instruct and direct up to fifteen (15) fixture cleaners performing lighting fixture work as required, and other duties as assigned.

(c) Classifications shall be provided on the referral slip.

Section 3.03. (a) Wages:		<u>1/1/93</u>	<u>1/1/94</u>	<u>1/1/95</u>
<u>Fixture Cleaners</u>	<u>Hours Worked</u>			
Level I	(0 - 1500)			\$ 7.80
Level II	(1500 - 3000)			\$ 8.30
Level III	(3000 - 3750)			\$ 8.80
Level IV	(3750 - 4500)			\$ 9.30
Level V	(4500 - 5250)			\$ 9.80
Level VI	(5250 - 6000)			\$10.30
Leadman		\$11.30	\$11.55	\$11.80
Lighting Maintenance Service Person		\$12.55	\$12.80	\$13.05

Fixture Cleaning Agreement
January 1, 1993 through December 31, 1995

<u>FRINGE BENEFITS:</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
** Health	\$2.43	--
NEBF	3 %	---
NEIF (where applicable)	1 %	---

** Health Net, Kaiser, and CIGNA only.

(b) After obtaining the required hours, the wage increase shall be effective the following pay period.

(c) A Level I fixture cleaner shall not replace or repair ballasts until he or she has completed 750 hours of on the job training.

(d) The Employer shall employ a Maintenance Wireman on each project with fifteen (15) or more employees working under the terms of this agreement.

(d) Non productive employees shall not give direction to the employees covered under the terms & conditions of this agreement.

WEEKLY PAYDAYS

Section 3.04. Wages shall be paid weekly not later than quitting time on Wednesday. The payroll workweek shall start at 12:01 a.m. Monday and end at 12:00 midnight on Sunday. Not more than three (3) days' wages may be withheld. Under exceptional conditions, extensions up to a five (5) day maximum withholding period may be granted by the Business Manager. When there is a holiday in the payweek, the Employer shall have one additional day of grace to prepare his/her payroll and deliver the paychecks to the workers.

Any workman laid off or discharged by the Employer shall be paid all his/her wages immediately. In the event he/she is not paid off, waiting time at the regular rate of pay shall be charged until payment is made.

When workers on jobs are laid off or terminated after quitting time on Friday, or on a Saturday, Sunday or holiday, they shall be paid in full not later than 3:30 p.m. the next succeeding regular business day following termination.